

1 BETH MAXWELL STRATTON #138049
2 THE STRATTON LAW FIRM
3 829 N. Van Ness Ave.
4 Fresno, CA 93728
5 Telephone: (559) 441-4233
6 Facsimile: (559) 441-4234

7 Attorneys For Ford Motor Credit Company, LLC, Movant

8
9
10
11 UNITED STATES BANKRUPTCY COURT
12 EASTERN DISTRICT OF CALIFORNIA
13 FRESNO DIVISION

14 In the Matter of } Case No. 09-18191-A-7F
15 CON DEV SERVICES, INC., } DC. No. BMS-2
16 Debtor. }
17 Ford Motor Credit Company, LLC, } MOTION OF FORD MOTOR CREDIT
18 a Delaware limited liability company, } COMPANY, LLC FOR
19 Debtor. } TERMINATION OF AUTOMATIC
20 vs. } STAY OR FOR ADEQUATE
21 CON DEV SERVICES, INC., } PROTECTION [11 U.S.C. §362;
22 and JAMES E. SALVEN, } FEDERAL RULES OF BANKRUPTCY
23 Trustee of the Bankruptcy Estate of Con } PROCEDURE RULE 4001]
24 Dev Services, Inc., }
25 Respondents. }

Date: June 8, 2010
Time: 1:30 p.m.
Place: 2500 Tulare Street, Fifth Floor,
Courtroom 11, Fresno, California

26 Ford Motor Credit Company, LLC (hereafter "movant") respectfully represents and
27 moves this court as follows:

28 1. This motion is made pursuant to the local rules of the bankruptcy court.

1 2. Con Dev Services, Inc. filed a voluntary petition under Chapter 11 of Title 11
2 of the United States Code with this court on August 26, 2009. Debtors Chapter 11 case
3 converted to a Chapter 7 of the United States Code with this court on January 19, 2010.
4 James E. Salven is the duly appointed, qualified, and acting trustee of their bankruptcy estate.

5 3. Relief From Stay Information Sheets, which are required by this court to be
6 filed with all motions under 11 U.S.C. §362 and which state the extent and priority of liens
7 against the property with which this motion is concerned, are filed herewith.

8 4. Movant is the assignee of three (3) purchase agreements wherein Debtor
9 purchased from movant's assignor certain vehicles, bearing certain vehicle identification
10 numbers, all of which are described in the table below. True and correct copies of said
11 contracts accompany this motion as group Exhibit A. Pursuant to said contracts, Debtor is
12 obligated to pay movant certain payments as set forth in said contracts.

Contract Date/ Acct #	Vehicle/ VIN #	Monthly Pmt./ Date Last Paid	Due For/ Arrears	Net Pay Off/ Wholesale Value
Purchase 6/30/06 XXXXX5036	2006 Ford F-450 1FDXW46P06 EA92940	\$1,012.12 12/31/09	1/30/10- 3/30/10 \$2,985.75	\$9,058.83 \$26,900.00
Purchase 10/31/06 XXXXX2190	2007 Ford F-450 1FDXF46P97E A73787	\$837.70 12/31/09	1/30/10- 3/30/10 \$2,471.21	\$10,840.99 \$35,995.00
Purchase 8/24/06 XXXXX3928	2006 Ford F-350 1FDWF34536E B08264	\$615.78 12/21/09	1/23/10- 3/23/10 \$1,816.55	\$6,743.01 \$10,900.00

5 Under the above-described contracts, for the purpose of securing performance
24 of the obligations of Debtor thereunder, movant has reserved title to and a security interest in
25 the above-described vehicles until all of the obligations of Debtor under the above-described
26 contracts are fully performed. True and exact copies of the ownership certificates of the
27 above-described vehicles showing movant as lienholder and holder of a validly perfected
28

1 security interest in said vehicles accompany this motion as Group Exhibits B.

2 6. Debtor has defaulted under the terms of the above-described contracts in that
3 it has failed to make the payments.

4 7. This motion is based on this pleading, the declaration of Barbara Codd, and
5 memorandum of points and authorities filed herewith, and such oral and documentary
6 evidence as may be presented at the time of the hearing of the motion.

7 8. Movant requests that the court's order include a waiver of Federal Rules of
8 Bankruptcy Procedure Rule 4001(a)(3) such that the automatic stay is lifted upon entry of the
9 order, and there be no 10-day waiting period.

10 WHEREFORE, movant prays as follows:

11 1. For an order of this court terminating the automatic stay imposed pursuant to
12 11 U.S.C. §362(a), with a waiver of the 10-day waiting period of Federal Rules of
13 Bankruptcy Procedure Rule 4001(a)(3), allowing movant to proceed with those rights granted
14 to it in the above-described contracts with Debtor, with respect to the above-described
15 vehicles, and under applicable state law, including the right to repossess and sell the above-
16 described vehicle; or

17 2. For adequate protection as the court deems fit to award to movant herein; and

18 3. For such other and/or further relief as the court deems just and proper.

19
20 DATED: May 11, 2010.



21
22 BETH MAXWELL STRATTON, Attorney for
23 Movant, Ford Motor Credit Company, LLC

24

25

26

27

28